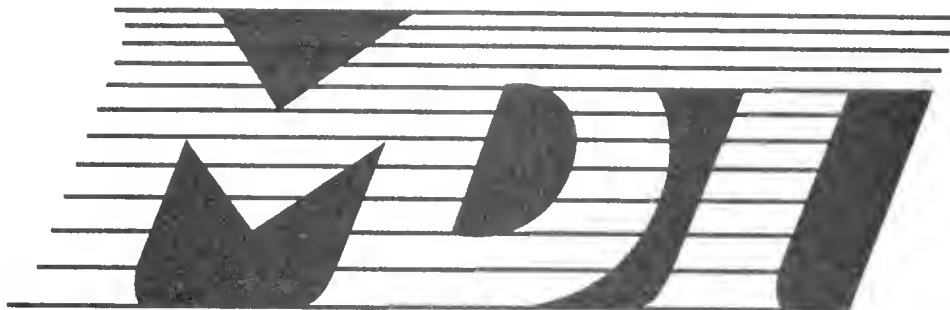


S
338.0405
T6crn
Jan. 1991

**MONTANA
DEPARTMENT OF
TRANSPORTATION**

**CIVIL RIGHTS
NEWSLETTER**



STATE DOCUMENTS COLLECTION

APR 23 1992

MONTANA STATE LIBRARY
1515 E. 6th AVE.
HELENA, MONTANA 59620

PLEASE RETURN

JANUARY 1992

HELENA, MONTANA

Montana State Library



3 0864 1004 8477 6

ATTENTION

1992 ANNUAL EEO SUBMISSIONS

ARE DUE FOR

ALL CONTRACTORS
(PRIME AND SUBS)

**SEND ANNUAL SUBMISSIONS
DIRECTLY TO:**

**MONTANA DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS BUREAU
2701 PROSPECT AVE.
HELENA, MT 59620**

Note: For sample Annual EEO Submissions see the Civil Rights Bureau Manual pages IC12 through and including IC16.

INDEX OF ARTICLES

| | PAGE NO. |
|--|----------|
| Bid Letting Dates - Mont., N. Dak., S. Dak., Wyo. | 1 |
| 1992 Contractor Training Workshops | 2 |
| Notice to DBE Subcontractors | 2 |
| Salish - Kootenai College Implements Construction Related Training Programs | 2 |
| The Older Worker | 3 |
| The Lease with Maintenance: Is It For You | 4 |
| Business Licensing | 5 |
| Business Information System | 5 |
| Inspector General | 5 |
| Minority Enterprises, Inc. | 7 |
| Resolution Trust Corporation | 7 |
| Montana DBE Wins Award | 7 |
| Unearthing The Unexpected Who Pays? | 9 |
| NAMC Alert | |

The Civil Rights Newsletter is published on a semi-annual basis by the Montana Department of Transportation Civil Rights Bureau.

Raymond D. Brown, Chief
Civil Rights Bureau
(406) 444-6333

Vicky A. Koch
EEO Program Officer
(406) 444-6335

Sam Prestipino
Compliance Specialist -
Labor Compliance
(406) 444-6334

Misty J. Hammerbacker
DBE Program Specialist
(406) 444-6337

Debbie Johnke
Program Assistant
(406) 444-6331

1992 MONTANA BID LETTINGS

The Montana Highway Commission has approved the following bid letting dates for 1992:

January 23, 1992
February 27, 1992
March 26, 1992
April 23, 1992
May 21, 1992
June 25, 1992
July 23, 1992
August 27, 1992
September 24, 1992
October 22, 1992
December 3, 1992

The new bid letting time is 11:00 am.

1992 BID LETTING DATES

Following are the 1992 schedules of bid lettings for North Dakota, South Dakota and Wyoming.

North Dakota

February 21, 1992
March 20, 1992
April 24, 1992
May 22, 1992
June 19, 1992
July 24, 1992
September 18, 1992
November 6, 1992

South Dakota

January 22, 1992
February 20, 1992
March 11, 1992
April 1, 1992
April 21, 1992
May 13, 1992
June 3, 1992
June 23, 1992
July 15, 1992
August 19, 1992
September 16, 1992
October 14, 1992
November 17, 1992

Wyoming

February 13, 1992 - Cheyenne
March 12, 1992 - Casper
April 9, 1992 - Cheyenne
April 23, 1992 - Cheyenne
May 7, 1992 - Cody
May 21, 1992 - Cheyenne
June 11, 1992 - Cheyenne
July 9, 1992 - Evanston
August 13, 1992 - Cheyenne
September 12, 1992 - Riverton
October 8, 1992 - Cheyenne
November 12, 1992 - Gillette
December 9, 1992 - Cheyenne

1992 CONTRACTOR TRAINING WORKSHOPS

Traditionally, the Civil Rights Bureau has conducted contractor seminars in early spring. In 1992, the schedule has been set. For Western Montana contractors, the session will be held in Helena on Friday, February 28, 1992. The location will be the Department of Transportation auditorium (site of the bid openings).

For Eastern Montana contractors, the location will be the Billings Sheraton Hotel. The selected date is Thursday, March 5, 1992.

The exact agenda is still being developed, however, we anticipate presenting sexual harassment awareness training for supervisors as well as information regarding the new Americans With Disabilities Act. We will strongly urge all firms to have superintendents, foremen and supervisors at the session.

Please mark your calendars and we hope to see you there. Additional information will be provided prior to the scheduled dates.

NOTICE TO DBE SUBCONTRACTORS

The Civil Rights Bureau is requesting your cooperation in verifying your quotes on the Schedules of Participation for the 'as read' low bids. DBE quote verification must occur prior to bid award.

Please make sure someone with the figures is available both the day of the bid letting and the next working day to verify bids.

Projects cannot be awarded until the verification has taken place.

SALISH-KOOTENAI COLLEGE IMPLEMENTS CONSTRUCTION RELATED TRAINING PROGRAMS

The Civil Rights Bureau continues to hear comments from the contracting community about the limited number of minorities and females who have the skills needed by the construction industry. There is some good news concerning this issue.

The Salish Kootenai College at Pablo has developed two courses which can be of great benefit to the Montana construction industry. The courses provide formal training for Survey Technicians and

Construction Related Truck Drivers.

The Survey Technician course curriculum meets the needs of both the U.S. Forest Service and highway construction industry.

The Truck Driving course is designed to provide formal training for diesel truck drivers. The course emphasis is the highway construction industry. Graduates from the course will have appropriate drivers licenses.

In order to obtain information about graduates of these courses contact:

George Cowan
Personnel Director
Salish Kootenai Tribe
Pablo, MT 59855
(406)675-2700

Robert Van Gunten
Director, Adult Ed. Dept.
Salish Kootenai College
Pablo, MT 59855
(406)675-4800

THE OLDER WORKER

At twenty-five, you don't know anything, believe you know everything and are generously tolerated by the rest of the work force.

At forty-five, you've learned your trade, begun to realize how much you don't know and are respected and turned to for advice.

At sixty-five, you're highly sophisticated, clearly understand your own abilities and limitations and are seen by others as old and outdated.

A sad "progression," but not far off the mark. Recent legal changes have made it possible for older workers to continue on the payroll, and many are choosing to do so. For some, it's a matter of economic necessity; for others, their work is their life.

Like other "minorities," older workers are easily recognizable, are frequently discriminated against on the basis of their "class" instead of being treated as individuals, and are relatively powerless.

But changes are coming, as an economic necessity. Consider:

For every 100 people aged 18-64,

In 1900, there were 7 people 65 and over.

In 1982, there were 19 people 65 and over.

In 2000, there will be 21 people 65 and over.

In 2050, there will be 38 people 65 and over.

We are facing a decreasing work force supporting an increasing number of would-be retirees. But as the figures above suggest, it might not be possible. Some of the steps that organizations will take

include job-sharing, reductions in the "standard" work week, increased emphasis on job security and specialized services for older workers.

Older workers, repeated studies have shown, are highly reliable, do not (contrary to common expectations) make more use of sick leave or have significantly higher accident rates, and tend to be more loyal employees.

As the proportion of elders in our population increases, so will their political clout: The Grey Revolution is upon us. Farsighted managers will see it coming, prepare for it, and reap its huge potential benefits.

(Excerpt from the Summer 1991 *The HRC Report*)

THE LEASE WITH MAINTENANCE: IS IT FOR YOU

You've looked into renting the equipment you need and that doesn't seem right for the job. Buying? Out of the question. Too expensive, and you probably won't use that machinery again -- or at least not for a long while.

What to do?

Consider the lease with maintenance.

First, a clarification, Is there a difference between leasing and renting?

Legally, no. But there are some subtle shadings in the way the two terms are used. A contract to rent is technically a lease. The distinction in a rental contract is that the equipment can be returned at the renter's discretion. Leasing, as it is used in the equipment industry, involves the renting of a piece of equipment for a certain period of time -- a defined term. Leasing is an "obligatory" term, renting a "discretionary" one.

There are other obligations attached to the two terms as well. If you rent a bulldozer, for example, all you basically have to do is put gas in it and drive it. If you lease it, not only do you have to keep the machine in good repair, but you must also provide for all service and maintenance.

There are a variety of leasing options available these days, such as the lease with an option to purchase (equipment is available to buy at a prearranged price), the lease with accelerated payments (decreasing payments allow the principal balance to be paid faster and operating costs kept stable) and others. The decision maker should also know how each style of leasing is treated by the Internal Revenue Service before making a choice.

Then there is another, new leasing option.

"With the lease with maintenance," points out Bud Howard, Vice President of Sales for Hertz Equipment Rental Corporation, "we provide fully for equipment. Basically, the customer just puts in fuel, and has no maintenance worries. He guarantees a lease of a certain duration, which must be longer than a day, week, or month, but shorter than a typical finance agreement. We can structure it any way he wants.

Another advantage of this type of agreement is new equipment. "When you rent," Howard adds, "it's obviously going to be a piece of equipment with a few hours on it. An analogy might be renting a car. You don't expect one right off the assembly line, although you don't get an old one either. With the lease with maintenance, however, we do offer brand new equipment."

Ordinarily, the leasing fee is only part of the cost of the equipment you are using. Again, an analogy might be an automobile. If you've bought a car, you know the cost of keeping and running that car is more than the \$200 a month loan payment. With ordinary equipment leasing you also have hidden (or not so hidden costs, such as insurance, maintenance,

repairs, salaries for a service staff, and some inventory of supplies.) The lease with maintenance cancels those charges, leaving the customer with one flat fee and that fee will be lower than short-term renting, which is more expensive.

If the machinery should break and cannot be repaired, a replacement unit will be supplied, and there is typically no down payment required.

"Perhaps you have a long-term use coming up, and you don't want to commit to the expense of maintaining the equipment," Howard suggests, "Let's say you're building a hotel and you'll need a forklift for the job, which you estimate will take a year. You won't buy because you'd be making payments on the lift for three years before you'd own it. But you'll need it longer than the typical 2-, 3- or 4-month rental term.

"You're the folks who will benefit and profit from the lease with maintenance."

"Another way of looking at it: You need five forklifts for the first six months of a job you're planning. After that time, you'll need only one. Then rent four and lease one. For purely short-term needs, renting is best."

"But the lease with maintenance can offer the

ease of short-term renting without the complications or expense of keeping up that equipment for a long time period."

(Excerpt from the
September 9, 1991
Intermountain Contractor)

All equipment maintenance work done on a federal-aid project is "covered" work. Employees must be paid the Davis-Bacon wage rates contained in the contract for that project.

BUSINESS LICENSING

The Montana Small Business Development Center (SBDC) distributes information on state licensing requirements for starting and operating a business. They also provide assistance to businesses applying for licenses and permits. The Division also serves as an advocate for small businesses in their dealings with government.

For additional information, contact the Department of Commerce, SBDC, Becky Baumann - Business Licensing Specialist at (406)444-4109.

BUSINESS INFORMATION SYSTEM

The Montana Small business Development Center (SBDC) has an electric bulletin board which is available

free of charge to anyone with a personal computer, communications software and a modem. This is available through the Business Information System (BIS).

The BIS posts a variety of economic, demographic, and business data, including state government bid solicitations, export trade opportunity leads from the U.S. Department of Commerce, the population, income, and employment statistics for Montana cities and counties.

For additional information, contact the Department of Commerce, SBDC at (406)444-3923.

INSPECTOR GENERAL

Ray Decarli, Acting Inspector General for the Department of Transportation has asked that anyone with knowledge of fraud or abuse in the DBE Program call the toll free HOTLINE at 800-424-9017. The HOTLINE is available during normal working hours from 7:00 am to 3:30 pm. Callers may be anonymous and may request that their identity be protected. If you wish to write the Inspector General's Office instead of using the toll free number, the address is:

Inspector General
PO Box 23178
Washington, DC 20024-1078

MINORITY ENTERPRISES, INC.

Minority Enterprises Inc. of Denver, Colorado is one of 45 regional affiliates of the National Minority Supplier Development Council and has been hard at work for over 15 years championing the promotion of minority businesses in Colorado and the Rocky Mountain Region.

For more information on MEI and their activities call (303) 595-0027 or write to:

Minority Enterprises Inc.
940 Speer Boulevard
Denver, CO 80204

RESOLUTION TRUST CORPORATION

The Resolution Trust Corporation (RTC) seeks to enlist firms in the area of contracting for services in real estate and asset management to assure disposition of assets from savings and loan institutions which have been placed under the control of the Corporation. These contracts typically cover services such as:

Asset management,
accounting services,
appraisals, property
management, information
systems, property
maintenance, property
leasing, real estate
brokerage, marketing sales,
financial investigation
services, signage and
printing services, and

consulting services in
architecture/engineering,
construction and property
tax.

To register with RTC, call:
1-800-541-1782

From the Colorado DOT
Newsletter.

MONTANA DBE WINS AWARD

Lillian Wipplinger, a Native American female business owner, knows it is difficult to build a business, let alone make it profitable. However she had done an admirable job of building a business that has had a positive impact on Montana's economy.

In recognition of such entrepreneurial spirit among minorities in this country, President Bush and the U.S. Small Business Administration proclaimed September 22 through 28, 1991 as Minority Enterprise Development Week. Minority business owners across the country that exemplified this entrepreneurial spirit were selected from across the country.

Lillian Wipplinger - owner and manager of Rainbow Construction, a widely diversified and aggressive highway construction firm located in Moiese, Montana, was chosen as one of these honored firms. She was presented a plaque by Governor Stan Stephens on September 19, 1991 in Billings.

Selected as the 1991 Minority Small Business Person of the Year in Montana, Lillian was also selected as the Minority Small Business Person of the Year for the Denver Region, which includes Colorado, Utah, Wyoming, North and South Dakota as well as Montana.

She traveled to Washington D.C. during Minority Enterprise Development week where she met President Bush. She competed with other selected DBE firms for the National Minority Business Person of the Year while in Washington D.C.



Governor Stephens presents Lillian Wipplinger the 1991 Minority Small Business Person of the Year plaque.

DJ:Q:CR:9.gg

UNEARTHING THE UNEXPECTED WHO PAYS?

**METRO
BUSINESS
ASSOCIATES
INC.**



"THE ROAD TO SUCCESS IS ALWAYS UNDER CONSTRUCTION"

Prepared by Metro Business Associates, Inc., 1215 24th St. West, Billings, MT 59102 under contract to the Montana Department of Transportation, Civil Rights Bureau, DBE Technical Assistance Program. Readers should contact their own attorney when any doubt exists about unanticipated site conditions and their contract.

"UNEARTHING THE UNEXPECTED - WHO PAYS?"

I. An Introduction to Site Investigation and Differing Site Condition Clauses and What to Do if There Aren't Any

Contractors often run into something beneath the ground they didn't know was there; water, boulders, rock, silt, clay, or shale. (Sometimes even an archeological find.) These hidden conditions may end up costing the contractor more time and money to accomplish the job.

How can the contractor protect himself or herself against the extra cost of what lies hidden beneath the soil?

Contracts Which Don't Address Subsurface Conditions

You may be interested in bidding on contracts which do not address subsurface conditions. In these situations, the owner still has a "duty to disclose." If possible, get written clarification from the owner. With no contract clause to address subsurface conditions you may end up building an entirely different project than you planned, at your own expense. You want to know where you stand up front rather than having to depend on an appeal board or court to straighten things out, so get it in writing before you bid. (No one wins in court.)

Two general types of clauses apply to the problem of unforeseen subsurface conditions. One is the "Site Investigation" clause. The other is the "Differing Site Conditions" clause.

II. "Site Investigation" Clauses

The "Site Investigation" clause attempts to place the risk for subsurface conditions on the contractor. Usually some limited information about the site and subsurface conditions is given, but the owner puts the burden of site and conditions investigation on the contractor.

It is good for a contractor to assume that he will be responsible for all site conditions in any event. Therefore, the investigation of the site conditions by the contractor should be as thorough as possible. However, if a "reasonable" site investigation misses a hidden and unanticipated condition, compensation may still be available. If a claim is then prepared for an unanticipated condition, all burden of proof remains with the contractor to demonstrate how reasonable his investigation was and how unforeseeable the particular condition was.

A typical "Site Investigation" clause might read as follows:

SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK.

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made as part of the contract. Any failure of the Contractor to take the actions

described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

It is difficult (and sometimes impossible) to figure ahead of time what is under the work site surface and how hard it is going to be to perform the contract when that subsurface is revealed. When there is a "Site Investigation" clause in the contract which places all the burden and risk for hidden conditions on the contractor, the contractor should address the unknown and include an assessed monetary "contingency" in their bid.

In summary, a "Site Investigation" clause gives the contractor information from the owner's investigation and tests but transfers the risk of the unknown to the contractor. Contractors bidding on a project containing a "Site Investigation" clause need to bid enough to cover any additional costs they may incur when they encounter an unexpected condition.

III. "Differing Site Conditions" Clauses

In a "Differing Site Conditions" clause, the owner assumes responsibility for:

1. Certain material differences in subsurface conditions.
2. Physical conditions which are unusual or differ materially from ordinary.

A typical "Differing Site Conditions" clause might read as follows:

Differing site conditions. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer will notify the Contractor of his/her determination whether or not an adjustment of the Contract is warranted.

No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

When a "Differing Site Conditions" clause is used, the owner (who may have superior knowledge of the site) takes the responsibility for paying the cost of discovered subsurface conditions which are materially different or unusual from those ordinarily encountered. By so doing, the owner attempts to lower or eliminate the contractor's "contingency" factor.

The problem becomes:

What is the definition of "material differences."

What is the definition of "physical conditions which are unusual or differ materially from ordinary."

Often the owner does not agree that a discovered condition is "material" or "unusual." The contractor, to protect himself or herself, needs to have analyzed what hidden conditions are likely to show up; what could be expected given the location, the exposed surfaces, and any tests. (Remember, the owner furnishes tests without any warranty.)

If something really out of the ordinary is encountered, a condition really "out of character" for the geography of the locale, the contractor should notify the owner in writing, document the situation, and carefully follow the contract clause that applies to differing site conditions. You will need help from your attorney if the owner disagrees.

IV. Can both of these clauses be in the same contract?

Most Federal contracts and the Montana Department of Transportation's Standard Specifications Section 104.02 Rev. 6-1-89 contain both a "Site Investigation" clause and a "Differing Site Conditions" clause. This means the contractor is responsible for finding out as much as possible about the site, bidding extra to cover possible unforeseen site conditions and obstacles while relying on the protection offered by the owner in case any material or unusual subsurface conditions are encountered.

V. How are these handled in typical Highway and Federal contracts?

The "Differing Site Conditions" clauses in both Federal and MDOT contracts require that contractors who find a materially different subsurface condition, or an unusual unknown physical condition, notify the Contracting Officer (or Project Engineer) promptly and in writing. (The MDOT further specifies that the materially different or unusual condition not be disturbed after its discovery.) Notification is followed by investigation and an adjustment, if warranted.

VI. How do these clauses affect subcontractors?

There's a further wrinkle for subcontractors. If you run into a differing site condition, you must work through the prime contractor since you do not have a contract with the owner. It is always a good idea to have your attorney check out a contract before you sign. He or she can determine how the clauses in the prime's contract affect your subcontract and what your rights and procedures are.

VII. General Guidance

The most important thing a contractor can do to protect himself or herself as to unforeseen site conditions is to thoroughly examine all data made available by the owner and his experts. Check with other contractors, engineers, and public bodies who have either worked in the area or have soils information on the area. Discuss with the project engineer and/or owner those things which they would regard as unforeseeable and confirm in writing your overall understanding of the site conditions and what would be considered unforeseeable. In this manner the contractor would establish as nearly as possible the basic parameters which would separate its risk from the owners risk.

An example of the type of thing that might need to be clarified would be dewatering. If the project is in an irrigated area, seasonal fluctuations in the ground water tables could very greatly affect overall cost of dewatering. Therefore, there is considerable risk if a contract to be performed during low water periods is delayed for means beyond the contractor's control and must be finished during a high groundwater table. When this possibility exists, it is important to discuss at the outset what type of contract delay would allow compensation for extra dewatering costs. Up front discussions confirmed in writing will eliminate or reduce disputes later on.

VIII. Summary

In summary, a contractor should:

1. Read the prime contract, subcontract and specs.
2. Attend the pre-bid conference.
3. Study the site and take photographs.
4. Study any tests or borings done by the owner; interview others with knowledge of the site.
5. Bid enough to cover normal and usual subsurface, weather, and other physical condition variables.
6. Attempt to get a "Differing Site Conditions Clause" in every contract. Then rely on the owner for reimbursement when material or unusual conditions are found.
7. Keep a thorough job diary, including photographs.
8. Stop work (in the affected area) when a material or unusual condition is found.
9. Notify the Project Engineer at once in writing.

Please be aware that no two contract clauses and no two situations are the same. The guidelines in this handout cannot possibly cover every situation that comes up. Work closely with your attorney for the best results.



ALERT

Bulletin # 73
Date: December 1991

NAMC'S MID-WINTER CONFERENCE
February 27-29, 1991

SAN DIEGO MARRIOTT SUITES
701 A Street
San Diego, California 92101

The National Association of Minority Contractors is pleased to announce that its 1992 Mid-Winter Conference will be held in San Diego, California, February 27-29, 1992. Myraline Morris, Director of Sales and Marketing for the San Diego Marriott Suites has arranged to have the room rate discounted for our attendees. The rate, well below the hotel's normal rate, is \$89.00 single or double occupancy.

NAMC has a limited number of suites blocked, and they will be on a first come, first serve basis. It is imperative that you make your reservations early. Individual reservations should be made with the hotel by calling a toll-free number direct to the San Diego Marriott Suites (800) 962-1367. Reservations must be made by February 7, 1991 to assure the discounted rate.

Mid-Winter Conference participants will enjoy the hotel's spacious sitting room and bedroom accompanied by a bathroom with separate tub and shower. Other amenities include two remote control televisions, large well lit desk and a wet bar. Recreation facilities include an indoor swimming pool, whirlpool, health club and sauna.

The San Diego Marriott is ideally situated at the center of downtown. The hotel is located five (5) minutes from San Diego's International Airport, Lindberg Field, with complimentary roundtrip airport transportation. NAMC has also arranged to have airline travel discounted through United Airlines. For further information call United Airlines at 1-(800) 521-4041 and reference I.D. #519RZ.

We look forward to seeing you in San Diego. If you have any questions do not hesitate to contact NAMC's Mid-Winter Conference Coordinator, Ellie Anderson at (202) 347-8259.

NAMC's Mid-Winter registration form and tentative agenda are forthcoming. See you in San Diego.

NATIONAL ASSOCIATION OF MINORITY CONTRACTORS

1333 F STREET, N.W. SUITE 500 • WASHINGTON, D.C. 20004 • (202) 347-8259

**NATIONAL ASSOCIATION OF MINORITY CONTRACTORS
1992 MID-WINTER CONFERENCE
February 27-29, 1992**

A G E N D A

THURSDAY, FEBRUARY 27TH

| | |
|------------------------|----------------------------|
| 2:00 p.m. - 6:00 p.m. | Early Registration |
| 2:00 p.m. - 6:00 p.m. | Board of Directors Meeting |
| 7:00 p.m. - 10:00 p.m. | Reception |

FRIDAY, FEBRUARY 28TH

| | |
|-------------------------|--|
| 8:00 a.m. - 9:00 a.m. | Registration |
| 9:00 a.m. - 9:45 a.m. | Opening Plenary Session |
| 10:00 a.m. - 12:00 noon | Workshop: "MBE Legal & Legislative Developments" <ul style="list-style-type: none">- <u>Federal Highway Program</u>: The defeat of efforts to separate minority/women goals: What happened?- <u>Contracting Opportunities in Kuwait</u>: A first hand report by NAMC scouts.- <u>Proposed Bonding Initiatives</u>: A report on recent efforts by NAMC, Congress and MBDA to improve bonding market for minority contractors.- <u>Richmond v. Croson</u>: Summary of recent MBE victories in Philadelphia, Florida, New York and elsewhere. |
| 12:15 p.m. - 1:45 p.m. | Lunch/Keynote Speaker: To Be Announced |
| 2:00 p.m. - 4:00 p.m. | Symposium: "Do Minority Contractors Cost More?" Major Corporation/Minority Contractor View Point |
| 6:00 p.m. - Until | Local Host Extravaganza |

SATURDAY, FEBRUARY 29TH

| | |
|-------------------------|--|
| 8:00 a.m. - 9:00 a.m. | Continental Breakfast/Networking |
| 9:00 a.m. - 11:30 a.m. | Workshop A: "Survival Techniques for Minority Contractors During the Recessionary Period" <ul style="list-style-type: none">- Where to go for jobs- Changing your company's collection practices.- Reducing the size of your company without missing a meal.- Facing and surviving bankruptcy |
| | Workshop B: "Maximizing minority participation in state and local government contracts after <u>Richmond v. Croson</u>" <ul style="list-style-type: none">- When your MBE program is being legally challenged.- When your MBE program has been struck down- When your jurisdiction is undergoing a disparity study. |
| 11:45 a.m. - 12:00 noon | Final Plenary Session: Wrap Up |
| 12:00 noon - Until | Free Time: Tours, Entertainment, Sports |

REGISTRATION FORM

February 27-29, 1992 Members \$125 — Non-Members \$150 San Diego, California

Full Legal Name: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Business Phone #: () _____ - _____

MONTANA STATE LIBRARY

ATTN: HAROLD CHAMBERS

DEADHEAD

CIVIL RIGHTS BUREAU

Montana Department Of Transportation

2701 Prospect Ave.

Helena, MT 59620

800 Copies of this Public Document were published at an estimated cost of \$.56 per copy for a total cost of \$454.77, which includes \$307.28 for printing and \$147.49 for distribution.